



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MONTEREY PARK

And

THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION
(July 1, 2014 – JUNE 30, 2016)

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MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MONTEREY PARK

And

THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION

(24 Month Agreement: July 1, 2014 – June 30, 2016)

PREAMBLE

This Memorandum has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Firefighters' Association, hereinafter referred to as the "Recognized Employee Organization," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

- A. The wages, hours and working conditions specified in this Memorandum shall constitute the wages, hours and working conditions for the term of this Agreement.
- B. This agreement may be expanded further by the addition of provisions involving mandatory subjects of negotiations from 1) the City Personnel Rules and Regulations, 2) the Fire Department Rules and Regulations, and 3) the disciplinary procedures. Representatives of the City and the Recognized Employee Organization will meet as necessary to identify the above provisions and redraft them, if necessary, for incorporation into this Memorandum of Understanding. Upon completion of the committee review process, the negotiating parties will meet and attempt to agree upon the new provisions. Any agreements will be incorporated thereafter by reference into this Memorandum of Understanding. If no agreement is reached, the status quo will be continued, and there will be no incorporation into the M.O.U.

ARTICLE 2 - RECOGNITION

- A. The Monterey Park Firefighters' Association is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classifications of Firefighter, Fire Engineer, and Fire Captain.
- B. The City acknowledges the Recognized Employee Organization as the representative for employees in the Fire Department for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.
- C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this Memorandum, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work

schedules and assignments; to hire, transfer and promote or lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to determine and change methods or operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operation and the processes and materials to be employed.

ARTICLE 4 - EMPLOYER AND/OR EMPLOYEE RELATIONS

- A. During the life of this Memorandum, all employees as described above in Article 2, Section A, shall have the right to join the Recognized Employee Organization, or to refuse or refrain from joining said organization.
- B. Members of the Recognized Employee Organization may, by any reasonable method, select six (6) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:
 - 1. That no employee representative shall leave duty or workstation or assignment without specific approval by any authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.
- C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card. Deductions as authorized by the employees shall be deducted from earned wages or salaries each pay period. The City shall forward to the Recognized Employee Organization during the succeeding week all dues and/or initiation fees deducted from the employees.
- D. The Recognized Employee Organization shall indemnify, defend, and hold the City harmless against any claim and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the foregoing provisions as set forth in Section C above.
- E. The Recognized Employee Organization representatives, while on City property, shall abide by the City's safety rules and regulations.
- F. Such individuals, after being excused from their regularly assigned duties by the Fire Chief or delegated representative, will be permitted to take reasonable time to discuss terms and conditions as set forth in this Memorandum.
- G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's regular rate of pay. However, no overtime will be paid by the City for time spent as set forth above, except if and when the employee is working a relief overtime shift.
- H. A written list of the Officers of the Recognized Employee Organization and the Employee Representatives shall be furnished to the City immediately after their designation and the Recognized Employee Organization shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. Recognized Employee Organization recreational and social activities.
2. Recognized Employee Organization election notices and results.
3. Recognized Employee Organization meetings and events.
4. Such other notices as may be mutually agreed upon by the Recognized Employee Organization and the Fire Chief or representative.
5. No information shall be placed upon a Fire Station bulletin board if it contains personal attacks upon any City employee or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The Recognized Employee Organization hereby agrees that during the term of this Memorandum, the employees of the City, as set forth in Article 2, Section A, the officers and/or agents of the Recognized Employee Organization shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any other intentional interference of the work of the City.
- B. In the event any employee, or employees, participate in any such activities as set forth above, the Recognized Employee Organization shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.
- C. The employee, or employees, participating in such activities as set forth in paragraphs A and B above, shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation by the Association or an Association member that a specific term of the MOU has been violated.
2. Disciplinary action consisting of one work shift suspension or less (or the money equivalent to such action) shall not be subject to arbitration and shall be resolved at Level III. The City Manager appeal shall not be an evidentiary hearing and shall follow the procedures for conducting a Skelly hearing. However, in any case where an employee is subject to two or more 1-work shift suspensions in any twelve consecutive month period, then the second such suspension and any thereafter within a twelve consecutive month period shall be subject to arbitration in the same manner as are other arbitrable

disciplinary matters.

3. Except as provided above, a "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations.

The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance which is not defined as disciplinary action by Rule XV of the City Personnel Rules and Regulations. A disciplinary grievance shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Arbitration.

4. Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by the courts.
5. A "grievant" is any unit member or Recognized Employee Organization on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this Memorandum, or a punitive disciplinary action.
6. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
2. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the Recognized Employee Organization. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.
4. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
5. Any unit member may, at any time, present grievances to the City and have such grievances adjusted without the intervention of the Recognized Employee Organization, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Recognized Employee Organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be

represented at any stage of the grievance procedure by a representative of the Recognized Employee Organization, which may include the attorney of the Recognized Employee Organization.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protections.
7. There shall be no reprisals against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

2. Level II - Formal Written Grievance

- a. If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Fire Chief within ten (10) days after the oral decision by the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.
- b. The Fire Chief or designated representative shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.
- c. Within the above time limits either party may request a personal conference.

3. Level III - Appeal to the City Manager

- a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

- b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Binding Arbitration

- a. If the grievant is not satisfied with the decision at Level III, or if an employee wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Recognized Employee Organization for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Recognized Employee Organization shall inform the City, in writing, of its intent to arbitrate. The Recognized Employee Organization and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- b. The arbitrator shall, within thirty (30) days, unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- c. The City and the Recognized Employee Organization agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.
- d. In the event that this grievance procedure is used to challenge disciplinary actions, the arbitrator shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.
- e. After a hearing and after both parties has had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.
- f. The award of the arbitrator shall be final and binding within sixty (60) days of submission. During this sixty (60) day, period either party may request, in

writing, a clarification of the decision. A copy of such request must be provided to the other party simultaneously with the sending of the request to the arbitrator.

- g. The fees and expenses of the arbitrator shall be shared equally by the City and the Recognized Employee Organization. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.
- h. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 8 - VACATIONS AND HOLIDAYS

I. PREAMBLE

It is the intent and purpose of this vacation and holiday leave policy that all employees avail themselves of accrued vacation and holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Fire Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation and holiday accrual.

A. VACATION PROGRAM

- 1. The maximum vacation accrual is 312 hours.
- 2. Employees shall be subject to two (2) separate vacation banks. Vacation Bank No. 1 shall consist of vacation hours above 312 that an employee had prior to the 2011-2012 MOU which created Vacation Bank No. 2. The number of vacation hours contained within Bank No. 1 shall not increase. Vacation Bank No. 2 consists of the total number of vacation hours existing above 312 in 2011-2012 and accrual since then.
- 3. Concurrent with creation of Bank No. 1 above, there shall be created a second vacation bank (Bank No. 2) that shall have a balance of 312 hours plus one year's accrual (at the individual employee's accrual rate) at its inception. Vacation hours accumulated shall be deposited in Bank No. 2 but, as indicated above, in no case shall said accumulation exceed 312 hours, except as provided for below in this section.
- 4. Vacation hours in Bank No. 2 accrued in excess of 312 hours shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they are earned.

5. Vacation usage or cash out in accordance with this Article shall first be deducted from Bank No. 2.
6. Effective July 1, 1994, every full time sworn member of the Fire Department shall accrue vacation with pay as follows:

<u>Commencement of Year of Service</u>	<u>Accrual Rate</u>
0 through and including 7	6 shifts per year
8 through and including 9	7 shifts per year
10 through and including 13	9 shifts per year
14 through and including 15	10 shifts per year
16 through and including 17	11 shifts per year
18 through and including 19	12 shifts per year
20 plus	13 shifts per year

Nothing in this section shall be construed as providing represented employees with increased accruals prior to July 1, 1994.

7. Sworn Fire Members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 8 shifts (192 hours) of vacation time. The effective date(s) of any such cash-out to be determined by the employee.

B. HOLIDAYS

Effective August 20, 1997, personnel assigned to a twenty-four hour shift shall not accrue holiday but shall instead be paid for holidays at the rate of twelve (12) hours per month, regardless of whether or not a holiday occurred during said month. The twelve (12) hours of compensation shall be distributed during the first pay period of each month.

1. Effective upon implementation of the 2004-06 MOU, Association members shall commence accruing twelve (12) holiday hours per month. Any holiday time accrual above twenty-four (24) hours shall be automatically cashed out as part of the first pay period following December 1st of each year. At the time of implementation of this MOU, any existing holiday accrual in an employee's current Holiday Bank (Bank 2) will be moved to the employee's Bank 1. The employee's current holiday accrual bank (Bank 2), which is the bank that the 12 hours per month shall accrue, will start with a zero balance. Holiday accrual usage or cash out in accordance with this Article shall first be deducted from Bank No. 2.

Use of said holiday time shall be governed by Article 8(c) of this MOU.

C. Approval to use Vacation and Holiday Time remaining in Vacation and/or Holiday banks

1. Unless otherwise approved in writing by the Fire Chief and/or his/her designee, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than two captains, two engineers, two firefighter/paramedics, and two firefighters assigned to a shift (a total of eight personnel) be authorized to utilize said leave during all or part of the same shift date(s). Where

request to utilize said leave exceeds the per shift/classification numbers described in this paragraph, then the request filed earlier shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total service) applicant.

ARTICLE 9 - SICK LEAVE

- A. Sick Leave with pay shall be granted to every full-time employee (excluding per diem or hourly employees) who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment, at the rate of eight hours for each full calendar month of continuous employment with the City, including time served in probationary status.
- B. Sick leave shall not be considered as a privilege that an employee may use at his/her discretion, but shall be allowed only in the case of necessity and actual sickness or disability incurred on or off the job.
- C. Light Duty Eligibility - Subject to the one exception described herein, light duty (modified duty) shall be made available only to those individuals suffering an industrial injury. The only exception to this rule shall be that non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for light (modified) duty.
- D. Unused sick leave shall, therefore, be accumulated at the rate of 8 hours for each full month of service, or 96 hours per year. There shall be no limitation on the number of hours that an employee may accumulate during City employment. The charge against the employee's accumulated sick leave account will be at the rate of 16 hours for a 24-hour shift not worked because of illness, or on the same ratio for a portion of a 24-hour shift not worked due to employee illness.
 - 1. No unit member shall accrue sick leave in excess of 800 hours.
 - 2. In those instances where an employee has accumulated sick hours on or before implementation of the 2011-2012 MOU, the employee shall be subject to two (2) separate sick leave banks. The first sick leave bank (Bank No. 1) shall consist of the total number of sick hours accrued on or before implementation of this MOU. The number of sick hours contained within Bank No. 1 shall not increase.
- E. Concurrent with creation of Bank No. 1 above, there shall be created a second sick bank (Bank No. 2) that shall have a balance of zero (0) at its inception. Sick hours accumulated on or after implementation of the 2011-2012 MOU shall be deposited in Bank No. 2 but, as indicated above, in no case shall said accumulation in Bank 2 exceed 800 hours.
- F. Sick usage or cash out in accordance with this Article shall first be deducted from Bank No. 2.
- G. In order to receive compensation while absent on sick leave, the employee shall notify the on-duty Battalion Chief or his/her designee at least one hour before the beginning of the assigned shift, or as may be specified by the Fire Chief. When absence is for more than one working shift, the employee shall file a physician's certificate unless a superior has verified the authenticity of the illness. However, a supervisor may require an employee to submit a physician's statement of

illness regardless of the length of an employee's period of absence, if the supervisor has reason to question the validity of the employee's sick leave request.

- H. The City Manager may, at any time in order to receive further information with respect to the competency of the employee to perform his/her job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.
- I. Refusal of any employee to submit to such medical examination shall constitute insubordination and grounds for disciplinary action.
- J. Sick Leave Reimbursement Plan

The following sick leave reimbursement plan shall be implemented:

SICK LEAVE BANK 1:

- 1. Upon the service or disability retirement of an employee, the City will pay to the employee an amount equal to 33.31% of the individual employee's accumulated sick leave account in Bank 1. Payment will be made at the employee's then current rate of pay.
- 2. Upon the death of an employee prior to retirement, the City will pay to the employee's designated beneficiary under the City's life insurance program, an amount equal to 33.31% of the employee's accumulated sick leave balance in Bank 1. Payment will be made at the employee's current rate of pay.

SICK LEAVE BANK 2:

- 1. Upon the service or disability retirement, an employee with 10 or more year's service AND a sick leave accrual balance in Bank 2 of 800 hours, may cash out accrued Bank 2 sick leave at the rate of 16 hours for every one year (12 months) or City service. If the employee's sick leave accrual balance in Bank 2 is less than 800 hours, the number of hours eligible for cash-out shall be calculated as the number of years City service times the number of hours in the bank divided by 800. For example, an employee who retires after 20 years service with the City, may cash out 240 hours provided they have 800 hours in their sick leave accrual Bank 2. If they only have 400 hours in their sick leave Bank 2, they would cash-out 50% or the maximum, or 120 hours.

Prior to implementation of the 2011-2012 MOU, each employee's sick leave account would be debited by sixteen (16) hours and the employee would be compensated in full for the 24 hour shift from which the employee was absent.

Concurrent with implementation of this 2011-2012 MOU, the above calculation shall be modified to provide for each employee earning twelve (12) hours of sick leave per month and having the employee's sick leave account debited one hour for each hour of a shift from which the employee is absent. Thus, absence from an entire shift shall result in the employee's sick leave account being debited 24 hours.

In order to compensate for the pre-2011-2012 MOU sick leave Bank 1 being debited on and after 2011-2012 in the amount of one (1) hour for each hour of sick leave used, and

the concurrent 2011-2012 MOU decreasing service and disability retirement cash distribution from 50% pre-2011-2012 to 33.34% on and after 2011-2012, the following calculation shall be performed as to the sick leave Bank 1 only, upon a service or disability retirement:

- a. The sick leave balance in Bank 1 at the time of implementing the 2011-2012 MOU shall be divided by 16 to determine the number of fully compensable shifts represented by the sick leave balance. (For example, 500 sick leave hours divided by 16 – the number of pre-2011-2012 hours necessary to fund a full shift – equals 31.25 funded full shifts.
 - b. Since effective 2011-2012, it will require 24 hours of sick leave to fund a full shift; the exemplar of 31.25 previously funded shifts shall be multiplied by 24 hours, the number of hours needed on and after 2011-2012 to fully fund 31.25 shifts. This shall result in sick leave Bank 1 having 750 hours.
 - c. A service or disability retirement shall then result in a 33.34% distribution which equals 250 compensable hours.
- K. Should the City fail to implement the same or similar modification to the accrual of sick leave as contained in this Article 9 as regards successors to all present MOUs between the City and other recognized employee organizations, then the terms of this Article 9 shall revert to the language as it existed prior to the adoption of this MOU.

ARTICLE 10 - BEREAVEMENT LEAVE

- A. Each regular employee may be granted bereavement leave at the discretion of the Fire Chief whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed the number of shifts required to provide three calendar days off. However, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to the number of shifts required to provide a total of five calendar days. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.
- B. Immediate family, for the purpose of bereavement leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, and grandchildren, brother, brother-in-law, sister or sister-in-law or the employee.

ARTICLE 11 - EMERGENCY AND FAMILY SICK LEAVE

- A. An employee covered by this Agreement may be granted emergency sick leave or family sick leave at the discretion of the Fire Chief whenever serious illness or other illness occurs to a member of the employee's immediate family.
- B. Emergency and family sick leave will be charged to sick leave rather than vacation.
- C. Immediate family, for the purpose of emergency or family sick leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.

- D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member -- injured or ill -- requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.
- E. Family illness shall be defined as a situation that requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.
- F. Should the need for family leave under the terms of this Article exceed the number of shifts occurring within a seven consecutive calendar day period per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.
- G. In order to receive compensation while absent on family or emergency sick leave the employee shall obtain prior verbal approval from the Fire Chief or his/her authorized representative.

ARTICLE 12 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

ARTICLE 13 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.

ARTICLE 14 - LEAVE OF ABSENCE

As defined in Rule XI, Attendance and Leaves, Section 4, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park, except as modified herein.

- A. When an employee maintains a non-paid employment status, the City shall make no premium or other contributions to insurance coverage except as may be required by law as it, from time to time exists. In such case, the employee shall be required to deposit any and all insurance premiums with the City for remittance by the City to their carrier.
- B. Subject to the requirements of the FMLA and CFRA, a leave of absence without pay shall not exceed the cumulative total of 180 calendar days during the entire term of an individual's employment, and any such leave of absence without pay shall be preceded by exhaustion of all accrued paid leaves of absence except as noted in Article 16 – Health Insurance, Section III, Long Term Disability. Absence without pay for a period greater than 50% of a pay period shall result

in no leave benefits or seniority accrual for said period of time.

ARTICLE 15 - UNIFORM ALLOWANCE

I. Station Uniforms

- A. Effective July, 1, 2014, the uniform allowance shall be six hundred and fifty dollars (\$650.00). Effective July 1, 2015, the uniform allowance shall be six hundred and seventy five dollars (\$675.00). The City shall continue its credit/retail account program with a retail outlet to be determined by the City. Due to the CalPERS monthly reporting requirement change, the uniform allowance benefit amount will be reported 1/12th per month to CalPERS and the City and employee shall be debited their respective CalPERS contributions. The employee will be required to use the approved City vendor for the purchases of their indentified uniform apparel. The uniform apparel that this uniform allowance represents as follows: Three NFPA approved shirts (with patches) and pants, one NFPA approved jacket (with patches), and one standard belt and buckle.
- B. The City shall replace any station uniform damaged or destroyed as a proximate result of performing the duties of a Firefighter, upon prior approval of the Battalion Chief and in accordance with Fire Department procedures.
- C. Uniform allowance shall not be credited to the employee that has been absent, for any reason, from active uniformed service for any time in excess of one-half of the fiscal year. Uniform allowance shall be provided on a prorated basis for those employees.

II. Safety Gear

- A. The City shall provide and maintain safety items as mandated by CAL/OSHA through procedures established by the City. Included are the following items:
 - 1. Turn-out boots, trousers, and coat
 - 2. Gloves and goggles
 - 3. Helmet
 - 4. Brush jacket
 - 5. Safety Shoes
 - 6. Flashlights
 - 7. Breathing apparatus
 - 8. Infectious disease protective clothing
- B. Any Unit employee who negligently damages or loses any provided equipment or uniforms shall be subject to disciplinary action.
- C. The City shall enter into a bulk-cleaning contract with a vendor to be selected solely at the discretion of the City.

ARTICLE 16 - HEALTH INSURANCE

I. Medical Benefits Plan

- A. Effective one month following the City Council approval of the 2014-2016 Monterey Park Firefighters' Association MOU the City agrees to pay a maximum monthly amount up to one thousand one hundred-dollars (\$1,100.00) and effective July 1, 2015, one thousand one hundred and fifty dollars (\$1,150.00) towards the medical insurance premium to each eligible employee, inclusive of the employee's eligible dependents who select any City offered health insurance plan. The employee will pay any and all premiums due in excess of the maximum amounts set forth above. The City shall provide a \$300.00 payment per month for an active employee who waives City-paid medical coverage and provides proof that they are enrolled as a dependent on a non-City employee's health insurance plan. Enrollment onto, and withdrawal from, City-paid medical coverage is subject to the medical provider's policies.

Resolution 9375, a resolution for the establishment of a flexible benefit plan for sworn firefighters adopted by the Monterey Park City Council in 1989, is no longer referenced or applicable in this MOU.

The City further agrees to add the health insurance plan offered through Firefighter Association Local 1014 ("the 1014 plan") to the City's available health insurance plans. For any employee that chooses the 1014 plan, the City shall make payment directly to Local 1014 up to the monthly maximum amounts allowed for City offered health insurance plans (\$1,100 effective one month after City Council approval of this MOU and \$1,150 effective July 1, 2015).

Employees who currently are not in a City offered health insurance plan, may elect the 1014 plan, or another City offered health insurance plan, during the medical insurance open enrollment period in October every year.

- B. Except as otherwise provided for herein, any contribution necessary to maintain benefits under any City offered health insurance plans or under any insurance plan or service, in excess of the amount set forth above, shall be borne solely by the employee.

II. Dental Coverage

Effective one month following the City Council approval of the 2014-2016 Monterey Park Firefighters' Association MOU, the City agrees to contribute up to \$65.00 per month of the premium for each eligible employee and all eligible dependents and effective July 1, 2015, the City agrees to contribute up to \$75.00 per month towards the premium for each eligible employee and all dependents. The employee will pay any and all premiums due in excess of these amounts per month. If an employee is currently not enrolled in the City's Dental Plan the employee may enroll during the City open enrollment period in October and the first date the employee will be eligible for coverage and the city's contribution will begin January 1st of the following calendar year.

III. Long Term Disability

Effective January 1, 2000, the City shall contribute up to twelve dollars (\$12.00) per month per employee toward the Fire Association's existing Long Term Disability Plan known as the California Association of Professional Firefighters-Long Term Disability Plan (Plan Identification Number PN 100-101). Any premium cost in excess of \$12.00 shall be paid solely by the employee; any premium cost less than \$12.00 shall accrue to the City. Approved use of the Long Term Disability Plan shall be preceded by exhaustion of all accrued paid sick leave. The Firefighters' Association will continue to be responsible for the administration of the Plan.

IV. Life Insurance

- A. Effective one month after the City Council approves the 2014-2016 MOU's; the City shall provide each employee covered by this Agreement a term life insurance policy in the amount of \$100,000.
- B. Additional supplemental insurance may be purchased by the employee in \$10,000 increments up to the lesser of \$300,000 or 3 times the employee's gross salary. Any premium costs for the additional supplemental insurance shall be paid solely by the employee.

V. Retiree Medical

- A. The City shall continue to pay for retirees who retired with less than 20 years City service, a maximum monthly amount up to \$346 towards the medical insurance premium for a retiree and their eligible dependents. The retiree will pay the difference between the \$346 City contribution and the total premium for the medical plan selected by the retiree.
 - 1. Effective January 2006, the City's maximum monthly contribution toward medical insurance premium for Retirees who retired with 20 or more years of service will be increased to \$411.00. The City contribution for retirees who retired with less than 20 years' service will remain at \$346 per month.
- B. All employees who retire from City service following the date of implementation of this MOU, shall, at Medicare eligible age, if eligible for Medicare Part A at no cost, make application for any and all Medicare benefits available to them (including, but not limited to, Medicare Part B. The retiree shall remain eligible for the City's contribution toward the City's group medical premium as specified in this MOU.

Ending Retiree Medical Insurance and Health Insurance Re-Opener: Employees hired on and after July 1, 2015 shall be ineligible to participate in the city-funded retiree medical insurance program. For bargaining unit members hired on and after July 1, 2015, the parties agree to establish an alternative, employee-funded retiree medical insurance funding mechanism, pursuant to IRS Code 501 (c)(9), also known as a Trust 115, or other similar program, to provide for post-employment medical coverage for eligible employees. Both parties agree to a re-opener and to meet and confer to discuss the formation of such alternative, employee-funded retiree medical insurance funding plan. This re-opener will occur after January 1, 2015.

VI. Vision

- A. Effective January 1, 2008, unit members will be eligible for the City's Vision insurance plan. The City shall provide a vision insurance plan. City contribution shall be no more than \$20 per month. The plan design will be: examination every 12 months, frame & lenses every 24 months. Deductible will be \$10.00/exam, \$20.00/frame and lenses. The employee may elect to enroll dependents.

ARTICLE 17 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Effective July 1, 2012 educational costs shall be limited to two thousand dollars (\$2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement will be paid according to the following schedule:

Effective upon implementation of this MOU, and in accordance with past practice, tuition fee reimbursement is established at 100% of tuition costs for attendance at a California State University campus. Enrollment cost reimbursement is subject to approval by both the Fire Chief and the Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and the Director of Human Resources/Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Fire Chief and the Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Fire Chief and the Director of Human Resources/Risk Management shall be final. An employee will be reimbursed up to seventy-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred dollars (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 18 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay, which provides additional compensation as follows:

- A. \$135.00 additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.
- B. \$275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- C. \$325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.
- D. The above amounts shall not be cumulative.
- E. In addition, possession of a Company Officers Certification shall allow an employee to be

compensated at \$60 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted.

ARTICLE 19 - TRAVEL REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business. Prior approval must be obtained from the immediate supervisor or Fire Chief. Mileage forms are available in the department and, if travel is required frequently during a month, reimbursement will be made once each month. Completed mileage forms shall be submitted to the Fire Chief.

ARTICLE 20 - RETIREMENT BENEFITS

- A. Retirement benefits will continue under the Public Employees' Retirement System (PERS), the 2% @ 50 retirement program with one year final comp (highest year); Level 4 1959 Survivor's Benefit (any resultant CalPERS cost increase designated as constituting employee costs associated with providing Level 4 – Survivor Benefit shall be borne by the employee); Post Retirement Survivor Continuance Benefit; Level 4 – Survivor Benefit; and Military Service Credit as Public Service.
1. During the term of this Agreement, the City shall amend the existing PERS contract to provide Section 21363.1, 3% @ 55 retirement formula with an effective date of June 2009.
- B. The parties hereto agree that the provisions of this Article are not intended to and shall not constitute a waiver of any rights the Recognized Employee Organization or its members may have in accordance with Monterey Park Municipal Code Section 2.40.040.
- C. Effective the payroll period starting September 15, 2012, all employees commence payment of their 9% employee contribution to CalPERS.
- D. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:
- Tier 1: Classic members will have the retirement formula that existed with the City on December 31, 2012, 3%@55, single highest year final compensation.
- Tier 2: "New Members" will have the retirement formula 2.7%@57, three year average, final compensation including the employee EMPC contribution of 12%.
- E. Subject to the requirements of Section E below, the City may make application for an employee's PERS industrial disability retirement and said retirement shall be effective without the member's consent not earlier than the date upon which leave of absence without loss of salary under Section 4850 of the Labor Code because of the disability terminates, or the earlier date during the leave as of which the disability is permanent and stationary as found by the Workers' Compensation Appeals Board. (Government Code Section 21164).

F. Sick Leave Use In Conjunction with IOD - Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for or consents to his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to service and non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be made effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that as regards individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.
2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution equivalent to 50 percent of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement. Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off. Said payment shall, at the City's option, be paid in one lump sum or in pay period installments not exceeding the gross salary to which the employee would otherwise be entitled during said pay period.

ARTICLE 21 - SALARY AND WAGES

Effective Date: Next payroll cycle after the City Council approves the 2014-2016 MOU:

3% cash lump sum payment based on 12 months employment and compensation with the city and calculated according to the classifications base salary schedule.

Pay Period: July 2014-June 2015

This one time lump sum payment is intended for association members who work the entire 2014-2015 fiscal year. If a member of the association leaves Monterey Park employment to go to another agency or is terminated for disciplinary reasons, that association member shall pay back to the city a pro-rated share of this lump sum payment and this amount shall be deducted from the employees' last paycheck with the city. (i.e., if an association member leaves city employment for another agency 9 months into the fiscal year, that employee will owe back to the city 3 months or 25% of this lump sum payment to be deducted from their last paycheck)

Effective Date: Dec 12, 2015

Pay Period: July 2015-Jun 2016

As of January 1, 2016 and effective the first pay period following January 1, 2016, represented members shall be entitled to a retroactive 1.5% cash payment representing the first six months of the 2014-2015 fiscal, back to July 1, 2015 (calculated according to the member's annual base salary as set forth in the City's Salary Schedule). Also, as of January 1, 2016 and effective the first pay period following January 1, 2016, represented members shall be entitled to a 3% pay increase (calculated according to the member's base salary as set forth in the City's Salary Schedule). Payment of this retroactive payment and salary increase is expressly conditioned upon the following terms and conditions and shall not be implemented if either of the terms and conditions set forth below are not satisfied.

The Permit and Impact Fee Condition. The City must receive \$700,000.00 or more in building permit and impact fees from any combination of five major projects that are identified in Addendum B and which are described as the AG Hotel, the Marriott Hotel, the Double Tree Hotel, the Market Place – Home Depot and the Towne Center. The City must receive \$700,000.00 or more in building permit and impact fees from any combination of these five major projects on or before December 15, 2015. The projected building and impact permit fees that the City is expected to receive for each of the five projects is set forth in Addendum B and shall be referred to as the "Base Building Permit and Impact Fee" for each respective project. In the event the City Council approves a reduction of the "Base Building Permit and Impact Fee" for any of the five major projects, the City will calculate the percentage by which the "Base Building Permit and Impact Fee" was reduced. The single greatest percentage reduction, if any, for any of the five major projects shall then be applied to the \$700,000.00 "trigger". For example, if the Council approves a reduction of the "Base Building Permit and Impact Fee" for four of the projects by 5% and approves a reduction of the "Base Building Permit and Impact Fee" of the fifth project by 10%, a 10% reduction shall be applied to the \$700,000.00 permit fee trigger, thus reducing the permit fee trigger to \$630,000.00.

The Safety Net Condition. The combined negative variance (revenues are less than budget projections and/or expenditures exceed budget authorization) to the General Fund shall not exceed \$450,000.00 during the fiscal year 2014-2015. Revenue measurement shall exclude one-time receivables such as state repayments, residual distributions and revenues from permit fees. Expenditures shall exclude capital improvements, transfers out and expenses related to the above base building permit and impact fees. All other expenditures, such as, a reduction in revenue and/or an increase in expenditures due to state or federal action, natural disaster, liabilities, or other expenditures, shall be included in this calculation.

The retroactive 3% wage increase referenced above is expressly conditioned upon both the Permit Fee Condition and the Safety Net condition being met. If either or both conditions are not met, the City shall have no obligation to provide the 3% wage increase. However, in the event one or both conditions are not met, and absent any contrary action by the Council, a 3% lump sum payment (calculated according to the member's annual base salary as set forth in the City's Salary Schedule) shall be provided to all members for the 2015/16 fiscal year. This 3% lump sum payment shall be paid on the first payroll in February 2016.

Longevity: Effective July 1, 2014, upon the completion of 28 years of continuous service with the City of Monterey Park an employee shall be compensated a \$200 a month longevity payment. This payment will be based on a fiscal year and payable on the first payroll cycle after July 1st of the new fiscal year. This

payment will continue until there is a break of service or a separation of service between the city and the employee.

I. Wage Rates

- A. The salary range for Firefighter, Fire Engineer and Fire Captain shall be as shown in Addendum A.

II. Skill/Assignment Premium Pay

- A. Bilingual Pay. The City shall pay \$150 gross per month to each unit member certified by the City examination process as being capable of verbally interpreting and speaking those languages, including Spanish, Chinese, or any other language certified by the City as appropriate.
- B. Shift Fire Investigator Premium Pay. Individuals who are regularly assigned as Shift Fire Investigator shall receive \$100 per month special assignment pay for each month so assigned. A maximum of six (6) Firefighters may be selected by the Fire Chief to serve in the capacity of Shift Fire Investigator. Individuals assigned as Shift Fire Investigators will be utilized as Cause & Origin Investigators and will be assigned responsibility for initial cause, origin and effect investigations at all fire scenes. Selection of individuals to serve as Shift Fire Investigator shall be at the sole discretion of the Fire Chief. Any such assignment is temporary in nature and the individual so assigned may be transferred out of the assignment at any time without cause, without notice, and without the right to any administrative appeal unless one is provided for consistent with Government Code Section 3300 et. seq. These assignments are intended to be of limited duration to provide for staff development.
- C. Urban Search and Rescue (USAR) Technician Premium Pay. Individuals who are designated as Urban Search and Rescue (USAR) Technician following successful completion of the four required courses, Rescue Systems 1, Rescue Systems 2, Confined Space Operational and Trench Rescue, and any additional subsequent training requirements, and who are assigned by the Fire Chief to serve as City of Monterey Park designated USAR respondents, shall receive \$100.00 per month special assignment pay for each month so assigned. A maximum of eighteen (18) Fire personnel may be selected by the Fire Chief to serve in the capacity of Urban Search and Rescue (USAR) Technician. Individuals assigned as Urban Search and Rescue (USAR) Technician will be utilized for deployment as an Area C resource, configured individually or as a member of a team. Selected individuals will be required to meet minimum training and response criteria as determined by the Fire Chief or his/her designee. Selection of individuals to serve as Urban Search and Rescue (USAR) Technician shall be at the sole discretion of the Fire Chief. Any such assignment is temporary in nature and the individual so assigned may be transferred out of the assignment at any time without cause, without notice, and without the right to any administrative appeal unless one is provided for consistent with Government Code Section 3300 et. seq. These assignments are intended to be of limited duration to provide for staff development.
- D. EMT-D Premium Pay. Following Department of Health Services approval of the Fire Department's AED program, individuals who are in possession of valid certification as

Emergency Medical Technician – Defibrillator (EMT-D) shall receive \$200.00 per month premium pay. Individuals holding an EMT-P (Paramedic) certification are not eligible for premium pay under this section.

III. Truck Company Assignment

The Company Officer assigned to the Truck shall be required to perform any or all “representative duties” in the class specification for Fire Captain. Additionally, the requirement to perform any or all said “representative duties” shall not constitute a change in terms and conditions of employment or in past practices. Any Company Officer assigned to the Truck shall not be eligible for acting or any other premium compensation unless said individual has also been specifically appointed as an Acting Battalion Chief in accord with this MOU.

ARTICLE 22 - WORK SCHEDULE

The basic work schedule for Fire Suppression personnel is eight 24-hour shifts in a 24-day work period, which amounts to an average of 122 work shifts (24 hour) per year. This Article is intended to be an exception to Article 3.

ARTICLE 23 - PARAMEDICS

- A. Fire Department employees shall be selected for, and be removed from, the paramedic assignment by the Fire Chief. The Fire Chief may seek the advice of a physician medical advisor, on his/her qualifications as a paramedic.
- B. Unless good cause is shown on an individual basis, the City shall continue to sponsor Captains and Engineers for Paramedic Certification.
- C. Certified Firefighters assigned to paramedic duties and certified Fire Engineers and Captains shall be paid the following additional increments to base salary each month/or a prorata share thereof providing certification is maintained.

Firefighter

5.0% for the first year
certified and assigned
to paramedic duties.

10.0% for the second year
certified and assigned
to paramedic duties.

15.0% for the third year
certified and assigned
to paramedic duties.

Fire Engineer and Captain

2.5% for the first year
certified

5.0% for the second year
certified

7.5% for the third year (and thereafter)
certified

(For example: a Firefighter, with three years as a paramedic, who is promoted to Fire Engineer, and who continues their paramedic certification, will be eligible for the 7.5% differential for as long as the paramedic certification continues)

- D. An individual desiring to resign from the paramedic program must provide a minimum notice of six (6) months in writing, prior to the date of his/her proposed resignation.

The Fire Chief may issue, at his discretion, administrative guidelines setting forth the structure and operation of the paramedic program. The Fire Chief retains the sole right to direct the paramedic program, including the right to assign, reassign, or discipline any paramedic; determine the type of services to be rendered; determine the processes, techniques, methods, and means of performing work; determine selection of employees; determine the size and characteristics of the paramedic program; determine the allocation and assignment of work to paramedics; determine policy affecting the selection of new paramedics; and determine the methods and means by which paramedic operations are to be conducted.

ARTICLE 24 - PHYSICAL EXAMINATIONS

The City agrees to provide employees a complete physical examination, including stress EKG on the following basis:

- A. Employees shall be administered a complete physical examination, including stress EKG, or be administered portions of the examination as they may be required, as follows:
1. Employees under forty years of age shall be administered a complete physical examination without the stress EKG every two years. The stress EKG will be administered every four years only.
 2. Employees forty years of age or over shall be administered a complete physical examination including stress EKG every two years.
 3. A City physical examination will be required each year following a City medical examination that reveals a medical problem or potential problem until that condition is improved or corrected by medical treatment and clearance.
- B. Employees shall be given all examinations while on duty status, or if given this examination while off-duty, shall be compensated at straight time. If employee reschedules examination to off duty time, no compensation will be paid.
- C. The City agrees such medical examination shall review those factors and standards reasonably required to be met by an employee to substantially comply with his job requirements.
- D. The cost of the examination shall be borne by the City.

ARTICLE 25 - PHYSICAL FITNESS INCENTIVE PROGRAM

During the term of this MOU, the City agrees to continue a Physical Fitness Incentive Program as described in Addendum B of the 1999-02 MOU and incorporated herein by this reference.

ARTICLE 26 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Firefighter employee group. Participation in this deferred compensation plan is at the option of the individual employee.

A. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to “catch-up” underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to “catch-up” underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for “classic” safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for “new” members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City’s deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee’s stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City’s deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

2nd Year: If a second year is chosen, no more than 35% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 50% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to “catch-up” underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 27 - MOVE-UP PAY

A. Employees may be assigned to work in a position/class having a higher rank or salary range in accordance with the following provisions:

1. No acting pay shall be paid for time worked in an acting capacity of less than twenty-four consecutive hours.

2. Employees must be certified by the Fire Chief to work in an acting/temporary assignment capacity in said position/class. Except as otherwise provided for herein, certification for acting and/or temporary assignments shall be at the sole discretion of the Fire Chief. The Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable or otherwise subject to any administrative appeal or challenge and is final and binding on the parties and their members. "Certification" shall only mean that the Fire Chief has used discretion and determined solely in his/her professional opinion based only on the criteria stated in Section A3 that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination, evaluation process, or other qualification standards except as specifically described in Section A3, and no such process shall be required for use by the Fire Chief in rendering his/her determination.

3. Individuals may be certified by the Fire Chief to work in an acting/temporary assignment when they have successfully competed in an examination process for the position in the acting assignment in the thirty-six months prior to the acting assignment or are on a current eligibility list for the position of the acting assignment,

To the extent that any "certification" or acting/move-up procedure described herein conflicts with any provisions in the Personnel Rules, Memoranda of Understanding, department rules or any other City promulgated policies, this MOU article shall prevail and be given full force and effect.

4. Employees assigned to work in an acting/move-up capacity shall be paid according to the following criteria:

- a. \$60.00 per shift for Acting Fire Engineer
- b. \$70.00 per shift for Acting Fire Captain
- c. \$80.00 per shift for Acting Fire Battalion Chief

B. Need for Acting Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

- 1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.
- 2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

C. It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every reasonable effort, as determined by the City, to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

- D. Selection for Acting Assignments. The selection of an employee for acting assignments shall be at the sole discretion of the Fire Chief or his or her designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment.
- E. Acting assignments shall be filled on a move-up basis or on a rank-for-rank basis, depending on the needs of the Fire Department as determined by the sole discretion of the Fire Chief.
- F. Status of Employee in Acting Assignment. Time served in an acting assignment shall not be credited towards completion of any probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.
- G. Duration of Acting Assignment. No employee shall serve in any acting assignment for more than six (6) consecutive months.

ARTICLE 28 - FAIR LABOR STANDARDS ACT

- A. 7k Exemption. The City of Monterey Park has exercised its ability to take a statutory "7K" exemption for sworn fire personnel. The work period for such employees assigned to suppression positions shall be twenty-four (24) days in length commencing upon approval of this 2014-2016 MOU, if not sooner.
- B. Overtime (Fire Suppression). All fire suppression employees required to work in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) day cycle shall receive compensation at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include the following components in addition to base salary:

Educational Incentive	Paramedic Pay
Special Assignment Pay	Bilingual Pay

- C. In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. Paid leave of absences include, but are not limited to, the following:

- | | |
|-------------------------|--------------------------------|
| 1. Vacation | 6. Workers' Compensation Leave |
| 2. Holiday Leave | 7. 4850 Time |
| 3. Sick Leave | 8. Jury Duty |
| 4. Administrative Leave | 9. Bereavement Leave |
| 5. Compensatory Leave | 10. Military Leave |

- D. All overtime requests must have written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

- E. An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.
- F. In the event that the hourly figure for premium overtime shall be decreased, increased or stayed by the Department of Labor or a court of competent jurisdiction, the City and Recognized Employee Organization agree to use the revised figure for determining premium overtime eligibility until such time as a final court decision is rendered. Any such adjustment by the City shall not act as estoppel or waiver by either party.
- G. Compensatory Time. All compensatory time on the books will be paid down to forty eight (48) hours each December 31. The remaining balance will remain on the books until such time as the employee utilizes the compensatory time.
- H. In lieu of receiving cash payment at the regular rate of pay (Section A) for hours worked in excess of two hundred and four (204) during the twenty-seven day work period, an employee may elect the option of taking compensatory time off. Compensatory time shall be earned at the time and one half rate for each hour worked subject to the provisions of Section C above.
- I. Clothes Changing. Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.
- J. Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work as long as the badge and insignia are covered by a garment such as a windbreaker. Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.
- K. Training Time. Attendance at training schools/facilities (including the academy) that improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.
- L. Travel time to and from the training facility outside of any employee's normal work shift is not compensable hours of work.
- M. City Vehicle Use. Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. This provision also applies in those situations where the radio must be left on and monitored.
- N. This provision does not preclude compensation in those instances where an employee is required to perform emergency fire duties. In such cases, appropriate compensation shall be provided.
- O. Gym Facility. The City provides a gym facility for public use which employees may use voluntary during their off duty hours. Time spent off duty by employees working out at the gym facility is not considered hours worked and will not be compensated in any manner.

- P. Call-back Pay. Call back duty occurs when an employee is ordered to return to duty on a non-regular scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty receives the call. An employee shall report to duty within a reasonable period of time not to exceed one hour and shall receive a minimum of two hours credit. Any hours worked in excess of 2 hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

This provision is to be distinguished from "Court Standby" pay in Section R, which is to be used when an employee is called back to court.

- Q. Court Pay. When an employee is physically called to court, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall be credited with a minimum of two (2) hours for each scheduled court appearance. Only one minimum shall apply per day. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.
- R. Court Standby. An employee on court standby status may leave a telephone number where he/she may be reached while on standby. Such time is not considered hours worked under the Fair Labor Standards Act. However, in recognition of the City's past practice, the employee will continue to receive credit for two (2) hours provided that the employee is not actually required to be present in the court building. If an employee is required to go to court, these two hours is applied to Court Pay, Section Q.
- S. Shift Trades. The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trades shall not have his/her compensable hours increase as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) calendar year of the date of the initial shift of the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department (Time Exchange Form).

- T. Early Relief Policy. The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increase as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decrease as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be

obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. The employee must receive prior approval from his/her supervisor and log it in prior to the early relief.

- U. Cancellation or Modification by Congressional or Court Action. In the event that Congressional legislation or a court of competent jurisdiction voids all or any part of the Fair Labor Standards Act and its application to the City of Monterey Park, the affected provisions of this Memorandum of Understanding shall be null and void effective the date of the legislation or court action. The current provisions of the Personnel Rules and Regulations and to the extent that the prior Memorandum of Understanding, 1981-1985, Article VIII, attachment B, shall be substituted as the controlling provisions and be applicable henceforth from their date of substitution.

ARTICLE 29 – TRANSFER

Any employee in the Department may be transferred from one station house to another or from one job to another at the same pay level. Such transfers shall continue to be at the discretion of the Fire Chief, and shall not be subject to review in the grievance/arbitration mechanism.

ARTICLE 30 - PERSONNEL RULES AND REGULATIONS

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations.

ARTICLE 31 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Recognized Employee Organization of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a Recognized Employee Organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation. The Reorganized Employee Organization shall be deemed to have met and conferred and agreed to any matter within thirty days after mailing of the notice by the City regarding said matter if the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 32 - GENERAL PROVISIONS

- A. If any section, subsection, subdivision, sentence, clause or phrase of the Agreement is for any reasons held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Agreement.
- B. This Memorandum shall not in any way interfere with the obligations of the parties to comply with State and Federal laws, or with any rules, regulations, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this Memorandum shall be affected by State or Federal laws, or of any rule, regulations, or order issued by such governmental authority, or if any provision, or provisions should be held invalid by court of record, the remainder of the Memorandum shall not be otherwise affected thereby.

- C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum. Therefore, the City and the Recognized Employee Organization, for the life of this Memorandum, each voluntarily unqualifiedly waives the right with respect to any subject or matter referred to or convened in this Memorandum even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum.

The parties further acknowledge that they have met and conferred regarding cessation of the practice of allowing represented members to store personal property (i.e. boats, recreational vehicles, etc.) at City owned sites. No individual shall be authorized to utilize City owned property for the storage of personal property.

- D. It is agreed that neither the Recognized Employee Organization nor the City shall discriminate against any employee because of race, religion, national origin, age, sex, disability, sexual orientation or union membership or activity.

ARTICLE 33 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding shall be in effect for an initial term commencing July 1, 2014 and ending June 30, 2016 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

ARTICLE 34 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect, whatsoever unless or until ratified and approved by minute action and duly adopted by the City Council of the City of Monterey Park.

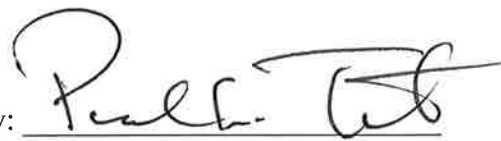
IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 17th day of September 2014.


THE MONTEREY PARK FIREFIGHTERS'
ASSOCIATION

By: 
Matt Halleck, Chair
IAFF Local 1014

By: 
Steve Gregg, Co-Chair
IAFF Local 1014

CITY OF MONTEREY PARK

By: 
Paul Talbot
City Manager

By: 
Thomas J. Cody, Director
Human Resources/ Risk Mgmt

ADDENDUM A

CLASSIFICATION AND BASE SALARY LIST FIREFIGHTERS' ASSOCIATION

The monthly base salary range for represented classification shall be as follows:

Classification	Range #	1	2	3	4	5
Fire Captain	3	7040	7392	7761	8150	8557
Fire Engineer	2	6043	6345	6662	6995	7345
Firefighter	1	5222	5483	5757	6045	6347



ADDENDUM B

Memorandum

DATE: June 4, 2014

TO: Tom Cody, Director of Human Resources and Risk Management

FROM: Michael A. Huntley, Director of Community and Economic Development

RE: Major Project Schedule and Potential Building Permit Revenue

The following information is intended to provide the best estimation of projected Building Permit revenue for the five most significant projects currently being processed by the City. These five projects were selected since they will not only generate Building Permit revenue, but also potential property tax, sales tax and transient occupancy tax revenue to the city. It should be noted that some of the projects may generate one or more of the taxes mentioned above. Attached to this memorandum is a Project Schedule that identifies the projected timing of each project based on the most recently information provided by the applicants.

AG HOTEL

Hotel-Type 1-A/1-B@ \$200 per Sq. Ft. x 91,257 Sq. Ft. = \$18,251,400.00
Restaurant-Type 1-A/1-B@ \$200 per Sq. Ft. x 12,658 Sq. Ft. = \$2,531,600.00
Apartments-Type 111-BN-B Masonry@ \$130 per Sq. Ft. x 86,982 Sq. Ft. = \$11,307,660.00
Retail-Type 1-A/1-B@ \$180 per Sq. Ft. x 1,488 Sq. Ft. = \$267,840.00
Parking -Type 1-A/1-B @ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 178,239 Sq. Ft. = \$623,836.50
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 14,146 Sq. Ft. = \$63,657.00
Fire Sprinkler Equipment Valuation @ \$3.00 per Sq. Ft. x 292,385 Sq. Ft. = \$876,155.00
Total Building Valuation: \$41,423,148.50

Building Permit Fee: \$456,297.00 (Based on the Building Valuation above)

Strong Motion Tax: \$8,698.86
State Green Fee: \$1,657.00
Records Management Fees: \$41,423.15
General Plan Revision: \$82,846.30
Safety Impact: \$446,333.20
Park Fee: \$192,385.00
Total: \$1,229,640.51

MARRIOTT HOTEL

Hotel-Type 1-A/1-B@ \$200 per Sq. Ft. x 180,000 Sq. Ft. = \$36,000,000.00
Restaurant-Type 1-A/1-B@ \$200 per Sq. Ft. x 12,000 Sq. Ft. = \$2,400,000.00
Retail-Type 1-A/1-B@ \$180 per Sq. Ft. x 6,400 Sq. Ft.: \$1,152,000.00
Parking-Type 1-A/1-B@ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 180,000 Sq. Ft. = \$630,000.00
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 18,400 Sq. Ft. = \$82,800.00
Fire Sprinkler Equipment Valuation @ \$3.00 per Sq. Ft. x 298,400 Sq. Ft. = \$895,200.00
Total Building Valuation: \$48,660,000.00

ADDENDUM B

Building Permit Fee: \$583,733.00 (Based on Building Valuation above)

Strong Motion Tax: \$10,218.60
State Green Fee: \$1,947.00
Records Management Fees: \$48,660.00
General Plan Revision: \$97,320.00
Safety Impact: \$460,288.00
Park Fee: \$198,400.00
Total: \$1,400,566.60

DOUBLE TREE HOTEL

Hotel- Type 1-A/1-8 @ \$200 per Sq. Ft. x 98,000 Sq. Ft. = \$19,600,000.00
Restaurant- Type 1-A/1-8 @ \$200 per Sq. Ft. x 3,500 Sq. Ft. = \$700,000.00
Retail -Type 1-A/1-8 @ \$180 per Sq. Ft. x 1,500 Sq. Ft. = \$270,000.00
Parking -Type 1-A/1-8 @ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 98,000 Sq. Ft. = \$343,000.00
Commercial Air Condition Equipment Valuation@ \$4.50 per Sq. Ft. x 5,000 Sq. Ft. = \$22,500.00
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 203,000 Sq. Ft. = \$609,000.00
Total Building Valuation: \$29,044,500.00

Building Permit: \$352,608.00 (Based on Building Valuation above)

Strong Motion Tax: \$6,099.35
State Green Fee: \$1,162.00
Records Management Fees: \$29,044.50
General Plan Revision: \$58,089.00
Safety Impact: \$238,960.00
Park Fee: \$103,000.00
Total: \$1,027,922.85

Market Place - HOME DEPOT (based on a previous estimate from 2012)

Retail- Type 1-A/1-8@ \$180 per Sq. Ft. x 107,571 Sq. Ft. = \$19,362,780.00
Commercial Air Condition Equipment Valuation@ \$4.50 per Sq. Ft. x 107,571 Sq. Ft. = \$484,069.50
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 135,682 Sq. Ft. = \$407,046.00
Garden Center-Type V@ \$130 per Sq. Ft. x 28,111 Sq. Ft. = \$3,654,430.00
Total Building Valuation: \$21,756,905.50

Building Permit Fee: \$320,889.00 (Based on Building Valuation above)

Strong Motion Tax: \$5,698.45
State Green Fee: \$1,086.00
Records Management Fees: \$27,135.46
General Plan Revision: \$54,270.91
Safety Impact: \$314,712.64
Park Fee: \$135,652.00
Total: \$859,426.46

Note: The Market Place is an entitled 500,000 square foot regionally commercial shopping center including three development phases and numerous commercial, retail, service and restaurant uses. The Home Depot was selected because it is the major anchor for the new commercial shopping center; is committed to locate at the center; and is the farthest along with conceptual construction plans.

ADDENDUM B

TOWNE CENTER (based on previously built fees from original time of application)

Residential Component:

Apartments- Type 1-A/1-8@ \$150 per Sq. Ft. x 142,050 Sq. Ft. = \$21,307,500.00
Residential Air Condition Equipment Valuation @ \$3.50 per Sq. Ft. x 142,050 Sq. Ft. = \$497,175.00
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 142,050 Sq. Ft. = \$426,150.00

Swimming Pools- Residential Pool@ \$70 per Sq. Ft. x 450Sq. Ft. = \$31,500.00

Total Building Valuation: \$22,262,325.00

Building Permit Fee: \$268,406.00

Strong Motion Tax: \$2,226.23

State Green Fee: \$891.00

Records Management Fees: \$22,262.33

General Plan Revision: \$44,524.65

Safety Impact: \$329,556.00

Park Fee: \$76,300.00

Total: \$744,166.21

Commercial Component:

Retail-Type I or II F.R. @ \$140 per Sq. Ft. x 78,583 Sq. Ft. = \$11,001,620.00
Parking- Type I or II F.R. @ \$50 per Sq. Ft. x 249,772 Sq. Ft. = \$12,488,600.00
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 78,583 Sq. Ft. = \$353,623.50
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 328.355 Sq. Ft. = \$985,065.00

Total Building Valuation: \$24,828,908.50

Building Permit Fee: \$134,585.00

Strong Motion Tax: \$5,214.07

State Green Fee: N/A

Records Management Fees: \$24,828.91

General Plan Revision: \$49,657.82

Safety Impact: \$173,668.43

Park Fee: \$78,583.00

Total: \$466,537.23

Note: All of the above fee estimates are only for Building Permit and mandated impact fees. Electrical, Mechanical and Plumbing Permit and Plan Check fees are not included since they are based on a fixture count. All other City plan check/permit fees (e.g., Water Division, Public Works Department, Fire Department etc.), impact fees and outside agency fees are also not included in this estimate because they assess their fees individually as separate departments/agencies based on their review.

Project Time Line and Revenue Generation

Summary: The following information is intended to provide the best estimation of when the following five projects will obtain Building Permits and the estimated revenue the projects will generate at the time the permit is issued. These five projects were selected since they will not only generate Building Permit fees, but increase property tax, sales tax, transient occupancy tax revenue to the city. It should be noted that some of the projects may generate one or more of the taxes mentioned above.

AG Hotel- 808 Garvey Avenue

Entitlement Approval- May 2014 **(Approved)**

Construction Drawing Plan Check Submittal: January 2015 (8 months from Entitlement Approval)

Plan Check Processing -July 2015 (6 months for processing)

Building Permit Issuance- July 2015

Double Tree Hotel – 220 N. Atlantic Boulevard

Entitlement Approval- September 2014 **(Pending)**

Construction Drawing Plan Check Submittal: May 2015 (8 months from Entitlement Approval)

Plan Check Processing- November 2015 (6 months for processing)

Building Permit Issuance- November 2015

Marriott Hotel- 521 N. Atlantic Boulevard

Entitlement Approval- October 2014 **(Pending)**

Construction Drawing Plan Check Submittal: June 2015 (8 months from Entitlement Approval)

Plan Check Processing- December 2015 (6 months for processing)

Building Permit Issuance- December 2015

Monterey Market Place (Home Depot)

Entitlement Approval – 2013 **(Approved)**

Construction Drawing Plan Check Submittal: May 2015 (8 months from closing escrow on the property)

Plan Check Processing – November 2015 (6 months for processing)

Building Permit Issuance- November 2015

Monterey Park Towne Centre

Entitlement Approval- 2013 **(Approved)**

Construction Drawing Plan Check Submittal: December 2014

Plan Check Processing -June 2015 (6 months for processing)

Building Permit Issuance- June 2015

Major Projects Time Line												
Year	2013	2014	2015									
Month	Jan	Feb	Mar	Apr	May	June	July	August	September	October	November	December
AG Hotel	Entitlement											
	Approval											
	Construction Drawing Preparation											
Double Tree Hotel	Plan Check Submittal/Processing											
	Bldg. Permit Issuance											
	Entitlement											
Marriott Hotel	Approval											
	Construction Drawing Preparation											
	Plan Check Submittal/Processing											
Monterey Market Place	Bldg. Permit Issuance											
	Entitlement											
	Approval											
Market Park Towne Centre	Construction Drawing Preparation											
	Plan Check Submittal/Processing											
	Bldg. Permit Issuance											

Approved

Pending

Pending

Approved

Approved

Jul-15

Nov-15

Dec-15

Nov-15

Jun-15

**Side Letter #1 to the 2014 - 2016 Memorandum of Understanding Between the
City Of Monterey Park and the Monterey Park Firefighters Association,
(F.F.A)**

This document shall serve as Side Letter No. 1 modifying the 2014 - 2016 Memorandum of Understanding between the City of Monterey Park ("City") and the Monterey Park Firefighters' Association (F.F.A), and shall implement the following agreement between the parties:

Upon execution of this Side Letter Agreement No. 1, Article 16 – Health Insurance, Section IV, Life Insurance shall be modified as follows:


Article 16 – Health Insurance

IV. Life Insurance


A. The City shall provide each employee covered by this agreement a term life insurance policy in the amount of \$50,000.

All other terms and conditions contained in the 2014-2016 Memorandum of Understanding executed by and between the City and the Monterey Park Firefighters Association not specifically amended by this Side Letter Agreement #1 shall remain unchanged and in full force and effect unless otherwise modified by express written agreement between the parties.

In Witness Whereof the parties have executed this Agreement this 29th day of January, 2014.

By: 
Matt Hallock, President
Monterey Park
Firefighters' Association

By: 
Paul Talbot
City Manager

By:  1/29/15
Steve Gregg, Vice-President
Monterey Park
Firefighters' Association

By: 
Tom Cody, Director
Human Resources & Risk Mgmt

**Side Letter No. 2 to the 2014 – 2016 Memorandum of Understanding
Between the City of Monterey Park and the Monterey Park
Firefighters' Association**

This document shall serve as Side Letter No. 2 modifying the 2014-2016 Memorandum of Understanding between the City of Monterey Park ("City") and the Monterey Park Firefighters' Association ("FFA") as follows:

ARTICLE 21 – SALARY AND WAGES

Longevity: Effective the pay period following execution of this side letter and upon the completion of 25 years of continuous service with the City of Monterey Park an employee shall be compensated a \$200 a month longevity payment. This payment will be based on a fiscal year and payable on the first payroll cycle after the affected employee's anniversary date. This payment will continue until there is a break of service or a separation of service between the city and the employee.

All other terms and conditions contained in the Memorandum of Understanding executed on September 17, 2014 by and between the City and FFA not specifically amended by this Side Letter Agreement No. 2 shall remain unchanged and in full force and effect unless otherwise modified by express written agreement between the parties.

IN WITNESS THEREOF the parties have caused the duly authorized representatives to execute this Agreement this 24th day of January, 2015.

By: Matt Hallock
Matt Hallock, President
Monterey Park
Firefighters' Association

By: Paul Talbot
Paul Talbot
City Manager

By: Steve Gregg 1/29/15
Steve Gregg, Vice-President
Monterey Park
Firefighters' Association

By: Thomas J. Cody
Thomas J. Cody, Director
Human Resources/Risk Mgmt.

LETTER OF AGREEMENT
BETWEEN THE CITY OF MONTEREY PARK AND THE
MONTEREY PARK FIREFIGHTERS ASSOCIATION

The City of Monterey Park (City) and the Monterey Park Firefighters Association (MPFA) agree that health insurance is of importance to the City, the MPFA, City employees and retirees. Even though the current MOU between the parties expires in June 2016 and the parties plan to negotiate a successor agreement, the parties believe that a timely resolution of the health insurance issue is critical. As a result, the parties have met regarding health insurance and agreed upon a structure that will provide comprehensive and cost effective health insurance for MPFA unit members and retirees. The Agreement is set forth below and supersedes any provision in Article 16 of the MOU in conflict with this Agreement.

1. Medical Insurance for Full-Time Employees¹

A. The City will contribute up to \$1100/month toward an eligible employee's insurance premium (employee only, employee plus spouse, or employee and dependents). Effective July 1, 2015, the City's maximum contribution will be increased to \$1150/month. Employees may continue to enroll in the Firefighters Association Local 1014 health insurance plan ("Local 1014 plan") and use the City contribution toward insurance premiums. Except as set forth above, employees will pay the amount of the total insurance premium that exceeds the City's contribution via the City's Cafeteria Plan (IRC Section 125 Plan). This provision will expire on December 31, 2015

B. Effective January 1, 2016, employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2016 the MEC is \$125/mo.).

1). Effective January 1, 2016, the City shall amend its Cafeteria Plan to provide for the following: The City's monthly contribution for health insurance coverage for active employees shall be up to \$1150 per month for employees electing to participate in PEMHCA. The City's contribution will include the PEMHCA MEC, as set forth in Section 1.B above (\$125 per month for 2016) and the remainder (in 2016, it would be up to \$1025 per month) shall be used to pay for the eligible employee's health insurance premium (employee only, employee

¹ For purposes of this Agreement a "full-time employee" means an employee who works or is regularly scheduled to work 1560 hours per year.

plus one, or employee plus family). To the extent permitted by law (and CalPERS) employees may continue to enroll in the Local 1014 plan and use the City contribution toward insurance premiums. Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the City's Cafeteria Plan (IRC Section 125 Plan).

2). For employees who elect to waive medical insurance from the City (opt out), the City will pay \$300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has coverage through another insurance plan that is not an individual plan or coverage under an Exchange/marketplace. This provision does not apply to employees who purchase insurance through the Local 1014 plan (see section 1.B.1 above)

3) Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

C. The parties will (continue to) meet regarding the establishment of a Dependent Care Flexible Spending Arrangement (per IRC 129) that will enable employees, through salary reduction, to be reimbursed on a tax-advantaged basis for qualified dependent care expenses. Any plan adopted will be at no expense to the City.

2. Retiree Medical Insurance

A. Retiree Medical Benefits In Effect Until December 31, 2015

Employees who are hired by the City on or before December 31, 2015 and retire from City service will receive a City contribution toward the purchase of medical insurance (single party and dependent coverage). Retirees are required to coordinate with Medicare, including the purchase of a Medicare supplement.

1. If the employee retired from City employment with less than 20 years of City service, he/she will receive up to \$346/month toward the purchase of medical insurance (single party and dependent coverage)

2. If the employee retired from City employment with 20 or more years of City service, he/she will receive up to \$411/month toward the purchase of medical insurance (single party and dependent coverage).

B. Retiree Medical Benefits Beginning January 1, 2016

1. Employees who are hired into City service on or after January 1, 2016 will not be eligible for the City contribution set forth in section 2.A above. Instead, these individuals will be eligible for medical insurance provided by PEMHCA or

the Local 1014 plan and receive a City contribution equal to the MEC provided under PEMHCA (See section 1.B above).

2. Those individuals who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA or the Local 1014 plan and receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth in Section 2.A above.

3. The parties will (continue to) meet regarding the establishment of a Health Reimbursement Account (eg., an integral part governmental trust per IRC § 115) in which employees make tax-advantaged contributions toward their retirement health costs by such means as a mandatory reduction in salary, or leave cash-outs. Any HRA that is implemented for active employees will be at no expense to the City.

4. Group Dental Plan

Article 16, Section II, shall be amended as follows:

The City will contribute up to sixty-five (\$ 65.00) per month of the premium for each eligible employee and all eligible dependents toward dental insurance. This will increase to seventy-five (\$75) per month effective 7/1/15. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan (Section 125). If an employee is not currently enrolled in the City dental plan the employee may enroll during the City open enrollment period in October and the first date the employee will be eligible for coverage and the City's contribution will begin on January 1 of the following calendar year.

5. Life and Vision Insurance Plans

Article 16, Section VI shall be amended as follows:

Vision Insurance - The City shall offer a vision insurance plan. The City will pay up to \$20/month for the employee and qualified dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. The deductible shall be \$10.00/exam; \$20.00/frame and lenses

This Agreement is to be considered an addendum to the parties' 2014-16 MOU. This Agreement will remain in effect until the parties reach a new collective bargaining agreement or complete the negotiations process for a successor agreement to the 2014-16 MOU, whichever occurs first.

Notwithstanding the above, the City reserves the right to reopen the issue of health insurance in order to address the impact of the Patient Protection and Affordable Care Act (ACA), including but not limited to, consideration of the impact of the Excise Tax (commonly known as the Cadillac Tax) which is due to go into effect in 2018.

IN WITNESS THEREOF the parties have caused the duly authorized representatives to execute this Agreement this 29 day of MAY, 2015.

By: Matt Hallock
Matt Hallock, President
Monterey Park Firefighters' Association

By: Steve Gregg
Steve Gregg, Vice-President
Monterey Park Firefighters' Association

By: Thomas J. Cody
Thomas J. Cody
Director of Human Resources/Risk Mgmt.

By: Paul Talbot
Paul Talbot
City Manager